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13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN JOSE DIVISION

16 ESTATE OF GURMIT SINGH, PARAMJIT
17 KAUR, S.K., a minor, by and through her
18 guardian ad litem, Paramjit Kaur, and A. S., a
19 minor, by and through his guardian ad litem,
20 Paramjit Kaur,

21 Plaintiffs,

22 vs.

23 CITY OF GILROY, OFFICER RODRIGUEZ,
24 individually and in his capacity as a police
25 officer for the City of Gilroy, and DOES 1
26 through 50,

Case No.: C09-00740 EJD

**AMENDED (PROPOSED) ORDER
APPROVING PETITION TO
COMPROMISE CLAIM OF MINORS**

27 Plaintiff PARAMJIT KAUR's Petition to Compromise Claim of Minors came before
28 the Honorable Edward Davila, presiding.

GOOD CAUSE APPEARING, THE COURT FINDS:

1 1. Petitioner is the mother and regularly appointed Guardian ad Litem of Plaintiffs,
2 S.K. and A.S., both minors, in this action.

3 2. Plaintiff S.K. is a nine-year-old, born */*/****..

4 3. Plaintiff A.S. is an eight-year-old, born */*/****.

5 4. Plaintiffs, S.K. and A.S., have a claim for damages arising out of the shooting death
6 of their father, Gurmit Singh, on February 8, 2008, by members of the Gilroy Police Department.

7 5. This matter was tried before a jury in the above-entitled court, and a verdict was
8 rendered in favor of the plaintiffs against defendant Rodriguez and the City of Gilroy in the amount
9 of \$1,275,000. A copy of the verdict form is attached as Exhibit A to this petition. The jury also
10 found that plaintiffs' decedent, Gurmit Singh, was 50% responsible for his death as to plaintiffs'
11 negligence cause of action.
12

13 6. Subsequent to the jury's verdict, and prior to the defendants filing a post-trial
14 motion to reduce the verdict by 50% due to plaintiffs' decedent's comparative fault, the parties
15 held a mediation with Charles Hawkins on May 1, 2012. During the course of the mediation, the
16 parties agreed to resolve not only plaintiffs' claim for damages, but plaintiffs' attorneys' claim for
17 attorneys' fees and costs.
18

19 7. Plaintiff has represented that Defendants have offered to pay one million dollars to
20 the minor plaintiffs and their mother in consideration of a dismissal with prejudice and a full
21 release in this matter. If the settlement is approved by this Court, the money will be allocated as
22 follows:
23

24 (a) \$900,000 to plaintiff Paramjit Kaur.

25 (b) \$100,000 to Plaintiffs S.K. and A.S. to be divided equally and to be placed into
26 an annuity, calling for periodic payments. A true and correct copy of a letter from Ringler
27 Associates summarizing the terms of the annuities is attached hereto.
28

1 8. According to agreement of the parties, the remaining \$900,000 of the settlement
2 will be used by plaintiff Paramjit Kaur to raise her children and, hopefully, to purchase a home.

3 9. Petitioner engaged the law firm of Casper, Meadows, Schwartz & Cook and the
4 Law Offices of Karen Snell to represent plaintiffs in this matter. The Contingency Retainer
5 Agreement provides:
6

7 It is possible that attorneys may be entitled to an award of attorneys' fees related
8 to the prosecution of this lawsuit. The attorneys may also be entitled to
9 negotiate a settlement of their entitlement to attorneys' fees in addition to a
10 settlement for the client. The attorneys shall have the option of electing to
11 recover a percentage of the full recovery, or court awarded fees or separately
12 negotiated entitlement to fees, whichever is greater.

13 10. Plaintiffs' attorneys were not recommended to Petitioner by defendants, and
14 Plaintiffs' attorneys have no business or other relationship with defendants and will receive no
15 other compensation for their services except as described in this Petition.

16 11. Petitioner is informed and believes and on this basis alleges that plaintiffs'
17 counsel and defendants separately negotiated plaintiffs' attorneys' entitlement to fees. The
18 parties agreed that in addition to the \$1,000,000 in damages to be paid to plaintiffs, defendants
19 will pay plaintiffs' counsel of record in this matter fees in the amount of \$1,000,000. This
20 number is based on the actual work performed by the attorneys. Plaintiffs' attorneys have
21 spent more than 2500 hours litigating this matter. The law firm of Casper, Meadows, Schwartz
22 & Cook and the Law Offices of Karen L. Snell are attorneys of record for Plaintiffs in this
23 matter. Should the Court approve the settlement, defendants would issue a check for
24 \$1,000,000 to the law firm of Casper, Meadows, Schwartz & Cook, which would be distributed
25 by that firm to all of the counsel of record in this matter as payment in full of their attorneys'
26 fees.
27
28

12. In addition, defendants have agreed to reimburse the law firm of Casper, Meadows, Schwartz & Cook \$133,000 for costs incurred in prosecuting this matter, the remainder to revert to the plaintiffs. To date, costs total approximately \$133,000. Should the Court approve the settlement, defendants will issue a second check for total costs incurred in the amount of \$133,000 made payable to Casper, Meadows, Schwartz & Cook.

13. Petitioner recommends this settlement to the Court as being fair and reasonable, and in the best interests of the minors. Petitioner understands that if the proposed settlement is approved, plaintiffs will be barred from seeking further compensation in the future.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The settlement on behalf of S.K. and A.S. is hereby approved.
2. Defendants are hereby authorized and directed to pay to plaintiff Paramjit Kaur the amount of \$900,000.
3. The Defendants are hereby authorized and directed to pay through Ringler Associates the sum of \$100,000 for the purchase of annuities for the benefit of S.K. and A.S. as set forth in the Petition and Exhibit "B" attached thereto.
4. Defendants are hereby authorized and directed to pay the law firm of Casper, Meadows, Schwartz & Cook, attorneys' fees in the amount of \$1,000,000, which will be distributed by that firm to all of the counsel of record in this matter as payment in full of their attorney's fees. In addition, Defendants will issue a check for total costs incurred in the amount of \$133,000 made payable to Casper, Meadows, Schwartz & Cook.

Dated: _____

HON. EDWARD DAVILA
United States District Judge